The Jury Will Fix the Damages Today.

WITNESSES DENY ANY COMBINATION

Mark Twain Called it "Legalized Larceny"-Lively Tilts Between Attorneys and Witnesses.

JURY of twelve men-good and true-will say today whether or not an unlawful conspiracy existed between the Master Plumber's Association and the Journeymen Plumber's Union of Honolulu, and if so in what amount Chas. H. Brown was damaged thereby. Whatever damage they find has been sustained will be trebled law under which the suit is brought

Yesterday's proceedings in the case of Brown vs. Davison et al. were even more interesting than of the previous day. The evidence of the plaintiff being concluded the defendants made a motion for non-suit which was denied, then presented. The arguments of counsel were concluded before four o'clock and at nine o'clock this morning the jury will be instructed, and retire to consider the facts. The evidence and arguments presented yesterday hardly with the understanding t it it was to be added any luster to the halo surrounding the plumbing "trust."

W. J. England was the first witness for the plaintiff yesterday morning and he refused to answer questions concerning the agreement made in settlement of the strike on the ground that it would incriminate himself. The court informed him of his privilege and the witness gladly availed himself of the opportunity of escaping an unpleasant task. The agreement was the bone of contention during the entire trial and its mysterious destruction was not explained to the satisfaction of many of the court attendants. Finally Judge Estee took a hand in the matter in an effort to locate the missing document but he was no more successful than the plaintiff.

Have either of you gentlemen that agreement?" asked the Court, "If that is extant, it is the best evidence, and should be introduced in court." "We would be delighted to produce it,"

responded Attorney Thompson, "if we I guess there are different kinds of de-

lights in a matter of this kind," remarked the Court. "I have been delighted myself under similar circumstances."

The agreement is not in existence, your Honor," Mr. Thompson then said. That is sufficient. The statement of any officer of this court will be accepted as the truth," replied Judge Estee.

Mr. England testified that a seventh man had helped to draw up the agreement, but none of the members of either organization outside of the committee knew who this man was. He said that he had employed plumbers before the agreement at five dollars a day, and pald one man six dollars.

John H. Moore, a former employe of Brown, who was called for plaintiff, helped the case of the defendants to some extent.

"When did you quit the employ of Mr Brown?" asked plaintiff's counsel. "I never quit him," replied the witness.

"He told me to come to the shop and get my money. He testified that he had taken a copy of the agreement and showed it to plain-

"The day before the strike was settled," continued the witness, "I hurt myself and was not able to work. I met Mr. Brown and he told me to come and ket my money. I asked him to let me finish the job, but he didn't let me." "Then Mr. Brown discharged you?"

defendant's attorney asked on cross-examination. "In a way, I should say he did; he told

me to get my money." Then Judge Estee took a turn at the

"Under this contract, Mr. Brown could-

n't employ you, could he?" he asked. 'He didn't say so."



CIRCUS ARRIVES AT HILO.



In the suit, was also subjected to a se vere examination in regard to the contract. He was the next witness.

"What became of the contract between the Master Plumbers' Association and the Journeymen," he was asked by Mr.

first approved by the U ited States Attorney. We went to see Mr. Baird and he told us it was illegal, so we destroyed it forthwith."

"Never mind what Mr. Baird told you," interposed the Court, "it doesn't make any difference what he said about the agreement."

'When was that agreement signed?" sked plaintiff's attorney. "About August 10th."

cided that it was inoperative until approved by the United States Attorney?"

"Answer the question." "Doesn't that answer it?"

"I will ask you the same question; did with reference to any action by the Unitd States Attorney?"

'Nothing, except as I have stated." "Who destroyed the agreement?" "1 did."

"Where and when?"

greement?

"On the way from Col. Baird's office o my store, the day he told us it was threw the pieces in a waste basket at my office.

"Did you consult with any members of the committee before you did it?" "At the meeting of the committee we

aid. I was with O'Donnell at the time." "How many copies did you destroy?"

nce of a similar nature?" "No signed copies."

"Yes, there were unsigned copies; I did ot destroy them."

"I don't know of any." greement, at any meeting?"

the organizations that the agreement had been destroyed.'

"None that I remember." "Is this contract or the results of it in orce as regards the written agreement?" sked Judge Estee.

s no agreement or combination of any kind between the Master Plumbers' Association and the Journeymen's Union?" "None, so far as I know."

"Then anybody can employ a plumber ow, without regard to the Association?" "Yes, sir.

Davison testified that he had plumbers n his employ that were not members of he union. "Do you pay them \$5.50 a day?" asked

sunsel for plaintiff. "No, they get \$2.50 a day."

"Just helpers, are they not?" "No, regular plumbers."

James Ludde was put on the stand to

William Park testified to a job which them, but no affiliation. was objected to, because it had not been to treble that amount, whatever it might properly stamped. The Court stated that be. It was also agreed that the Court fix ts must bear the stamp of the Ter- of a judgment.

"I believe not." T. F. Davison, the principal defendant PLUCKY EXPRESS MESSENGER STANDS OFF TRAIN ROBBERS defendant's cattle. The costs on both sides have piled up to a prodigious fig-

Our committee signed that agreement A Sensational Railway Hold-Up on the Southern Pacific System Near Eugene, Oregon. Little Booty Was Secured.

press, which was due here at 3:42 this lets, which did not injure the messenger, "Did it contain any clause which pro- morning, was held up by robbers near who kept up a continuous fire from the he sailed away, not returning until the "It could be amended or altered in any here, at 3 o'clock this morning, and the charge of dynamite was then thrown he agreement itself contain anything Grove, climbing on as the train pulled opening inside the car, hoping to use out. After passing Walker's, which is shots, but the messenger kept up gineer Jack Nichols and the fireman and in violation of the law. I tore it up and er were told to uncouple the train be. the train, and ordered Engineer Nichols had decided to do whatever Col. Baird a short distance the train was stopped hours late. The news was wired from SYMPATHY FOR Were there any other copies in exist. mite, and Express Messenger C. Charles are handicapped by having no description "Any unsigned, and did you destroy side the car. The robbers ordered him to the bandits.

bound Southern Pacific Overland Ex- but he responded, "Blow and be d-d." Walker's Station, fifteen miles south of inside, which held the robbers at bay. A into the car with a burning fuse, but express car badly damaged, but the Charles grabbed it and threw it outside, booty of the robbers amounted to little, where it exploded. Next, the robbers Two men boarded the train at College compelled the engineer to crawl up to the him as a protection from the messenger's climbed over the tender and covered En- still held the robbers at bay. The robbers then gave up the task of securing the express treasure and went for the his helper. The train was ordered stop- mail. They secured the registered mail, ped, after which the fireman and help- then cut the engine out of the rest of and earning \$150 a month. He had promtween the express car and the first Point, in the outskirts of Eugene, where coach. Engineer Nichols was then or- they disembarked and ordered the engi- living by letting rooms.-Examiner. dered to pull ahead, the fireman and neer to return and get his train. The helper being left behind. After going train arrived here at 7:30, about four and the robbers proceeded to the express Saginaw, and officers were out in search car, taking with them the engineer. The of the robbers early this morning, but as express car was blown open with dyna- yet have secured no trace of them. They was ordered out, but refused, and with of the men. Posses from both Lane and his shotgun commanded the situation in- Douglass countles are out in search of

The motion was based on the ground agreement, "What are the facts in this "You say you can't get a copy of this that the plaintiff had falled to establish trust riuden community?" he said. a contract between the two organiza- "Here we pay \$28 a thousand for lumbar. tions, or the existence of any contract in which price is maintained by a trust, and "Has there been any official action in restraint of trade. Second, that plain- can't buy a Scribner's Magazine for less eference to the destruction of this tiff had falled to establish any damage than thirty-five cents, though the pubof which the court could take cogniz- lishers fix the price at twenty-five cents. "I told the chairman of the arbitration ance, and that even if the agreement was There are many kinds of these petty lit- by the Republican Territorial commitcommittee to notify all the members of proven, the evidence as to damages was tle trusts, and we must pay more than so uncertain as to make it impossible to its value for every necessity. have the jury pass upon it.

"Then we are to understand that there holding that it was a question upon and they could not raise the price any which the jury must pass.

might be hired by any of them, and that up.' of the union, but upon cross-examina- plaintiff, and if it were poss estify with regard to a contract he had said he was a member of the association, had suffered no actual loss. Mr. Fitch equested Brown to make, but said that and that they were affiliated in no way closed the argument. The case will go took place prior to the settlement of with the journeymen. He said there had to the jury this morning at nine o'clock. been a good many meetings between

e had given to Brown, and which had | Before the argument to the jury, the men interrupted for several days because attorneys agreed that the verdict to be of the strike settlement. The written returned should be for the actual amount contract was introduced in evidence, and of damages incurred, and the Court was had already been held that all con- the amount of the attorney's fee in case

| "For a six-dollar man and a dollar "You still do not answer the question." Mr. Thompson contended that laboring helper the plumbers charge ten dollars," By the Court: "Answer the question." men and merchants had a right to asso- he said, and argued that it was the pubas long as it was not in restraint of that the strike affected the master trade, and in this case it had not been plumbers more than it did the journeyshown that the public was affected, men, because the public had already Judge Estee refused to grant the motion, reached the limit of human endurance, higher. "Mr. Brown was willing to give The defendants then began presenta- his employes part of the profit of this tion of their case, introducing compara- felony known as plumbing," he contintively little evidence, and that chiefly to ued. "Mark Twain calls it legalized larshow that there were other muster ceny, I think." He said that the plumbplumbers in Honolulu, not members of ers had an "air-tight cinch," and "had the association, and that journeymen the American public in Honolulu bottled

those employed need not be union men. He contended that the jury should E. R. Bath testified that he employed award damages of at least \$1125 which three plumbers who were not members was shown to have been a columned by tion, he admitted that they were paid the law, the amount of damage allowed only \$2.25 per day, the wages of helpers, should be much larger. He was a Mowed James Nott, also a master plumber, by Mr. Thompson, who argued to it Mr. was the last witness for defendants. He Brown had no claim for damages, and 4000

AFTER TWENTY TRIALS.

Civil Suit at Kohala Which Showed Great Endurance.

tracts must bear the stamp of the Ter- of a judgment. The law positions for President Mcinley, and our sympa- share, on the Kihel Plantation Co., ritory, but that this might be affixed at this may be fixed by either the judge or the Will accept to the William to the Will accept to the Will accept to the William to the Will accept to the William to t purchase of the stamp was paid into court, and the contract was then admitted to the records. He was the last witness for plaintiff and defendants attorney then made a motion for a nonsuit.

Mr. Fitch onened the argument by case of Nettle L. Scott vs. Nahale was tried for the twentieth time and results the suit is brought. He contended that this contract was in restraint of trade, and that the destruction of the agrees was first tried in 1894 and has been levied, and will become due and payable at the offices.

"Resolved, that a copy of this records be sent to Hon. E. A. Hitchcook, Secretary of the Interior, to Hon. M. A. Hanna, chairman of the Republican National Committee, and Mrs. Mcs.

Treas., Kihei Piantation Co., Ltd., Winley."

which were in the Supreme Court. The plaintill originally asked for \$200 damages for alleged injury to crops by the sides have plled up to a prodigious figure .-- Hilo Tribune.

Married ' Hawaii. Miss Lily Woods filed suit yesterday

against A. C. Wainer for \$4,000 damages for breach of promise. Through her attorney, Leonard S. Clark, the plaintiff alleges that the defendant asked her to engage herself to him in July, 200, being then about to start for Hawaii. He EUGENE, Ore., Oct. 23 .- The north- come out or be blown up with the car, promised that on his return he would marry her, if she would consent. She did so, and on the 25th of the month 2d of September of this year. In the meantime she had remained single in the fond hope of becoming his wife when he should come back, but was grieved finally to learn that he had wedded another while away. The shock was so great, she alleges, that it made her ill, four miles from College Grove, they steady fire over the engineer's head, and necessitating much expense for medical

The defendant, it is further stated, is a man of thirty, an expert in sugar making ised her a life of ease, but she now finds herself deserted and obliged to make a

THOSE BEREAVED

Republican Committee Minute Upon the Death of McKinley.

The following is the minute adopted tee upon the death of the President:

"At this the first meeting of the Territorial committee of the Territory of men and merchants had a right to asso- he said, and argued that it was the pub- Hawaii, it is fitting that we should clate for mutual benefit in any manner lic which was being injured. He stated enter upon our minutes our heartfelt sorrow at the death of our late beloved President, William McKinley. He was devoted patriot, a wise statesman just ruler and a good man. His ss was not that of this nation alone His departure from this life was a loss to the human race. In this Territory, the sorrow of our citizens was deep and universal. The simplicity and goodness of his character won our love and drew us to him as unto a tender father. When he died, there was none to utter aught but sorrow and regret, and to mourn with that noble wife, who is left in her loneliness at Canton to 'dwell upon the tenderness, the solemn awful tenderness of the parting scene. The bed of death, with all its stifled griefs, its noiseless attendance, its mute, watchful amenities. The last testimonies of expiring love. The fee ble, fluttering, thrilling, oh how thrilling, pressure of the hand. The last fond look of the glazing eye, turning upon us even from the threshold of existence. The faint, faltering accents, struggling in death to give one more assurance of affection.' Sorrowing as we do for the dead President, our hearts are also full of sympathy for the afflicted widow; therefore, be it resolved, that we set aside a page of Carl Smith returned Tuesday from our minutes for this record, expressing Kohala, coming overland. Last week, our sense of bereavement at the death assessment of 5 per cent, or \$2.50 per of President Mcinley, and our sympa-

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